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6 **IN THE UNITED STATES DISTRICT COURT**
7 **FOR THE DISTRICT OF ARIZONA**
8

9 Transamerica Life Insurance Company,

No. CV-24-00379-PHX-ROS

10 Plaintiff,

ORDER

11 v.

12 Tayjalaya S Williams, et al.,

13 Defendants.
14

15 This case arises out of competing claims to a \$100,000 death benefit in a life
16 insurance policy Plaintiff Transamerica Life Insurance Company issued on August 21,
17 2018 insuring the life of Thomas Retzlaff (the “Decedent”). (Doc. 1, “Compl.”). On
18 September 1, 2021, the Decedent died in a possible homicide currently under investigation
19 by the El Mirage Police Department. (Compl. at ¶¶ 13-15). The Defendants—Denise A.
20 Hollas (Mr. Retzlaff’s then-divorced ex-spouse), Brittany A. Retzlaff (Mr. Retzlaff’s
21 daughter), Colin A. Retzlaff (Mr. Retzlaff’s son), and Tayjalaya S. Williams (Mr.
22 Retzlaff’s widow)—have made disputed claims to the death benefit. (Compl. at ¶¶ 20-23).¹

23 ¹ The primary beneficiaries of the insurance policy (the “Policy”) at the time of its issuance
24 on August 21, 2018 were Brittany Retzlaff (45% share), Collin Retzlaff (45% share), and
25 Denise Hollas (10% share). (Compl. at ¶ 9). On November 10, 2020, Transamerica
26 updated the Policy pursuant to Decedent’s change of beneficiary request to name Collin
27 Retzlaff (90% share) and Denise Hollas (10% share) as the only primary beneficiaries.
28 (Compl. at ¶ 10). On June 1, 2021, Transamerica updated the Policy pursuant to a change
of beneficiary request to name Tayjalaya Williams (75% share) and Collin Retzlaff (25%
share) as the only primary beneficiaries. (Compl. at ¶ 11). Allegedly, Decedent and
Tayjalaya Williams got married on August 28, 2021. (Compl. at ¶ 12). Four days later,
Decedent died, either by natural causes or he was murdered. (Compl. at ¶ 13). On
September 2, 2021, one day after the death, Transamerica received a beneficiary change
request dated August 28, 2021, naming Tayjalaya Williams as the sole beneficiary to

1 Unable to determine the true beneficiary, Plaintiff filed this suit and a motion for
 2 interpleader deposit on March 29, 2024. (Doc. 20). On April 24, 2024, the Court ordered
 3 Plaintiff to deposit \$91,616.45 (the “Policy Benefit”) with the Clerk of Court, upon which
 4 Plaintiff is discharged from any other proceedings and from any and all liability arising out
 5 of any claim to the Policy Benefit. (Doc. 26). Plaintiff deposited the Policy Benefit with
 6 the Clerk on April 30, 2024. (Doc. 30).

7 **I. Plaintiff’s Motion for Dismissal**

8 On August 14, 2024, Plaintiff moved to be dismissed as a party to this action,
 9 arguing no claim had been asserted against it as of April 30, 2024, when the Court’s
 10 discharge Order became effective. (Doc. 52). In response, Defendant Williams opposed
 11 Plaintiff’s dismissal, asserting Plaintiff owed interest on the Policy Benefit “from the date
 12 of the insured’s death until funds are claimed.” (Doc. 54). Defendant Williams also
 13 asserted entitlement to interest on the Policy Benefit in her motion for summary judgment
 14 filed on July 19, 2024. (Doc. 36).

15 Defendant Williams’ claim for interest owed by Plaintiff is barred by the Court’s
 16 April 24, 2024 Order, holding upon deposit of the Policy Benefit with the Clerk, Plaintiff
 17 is “discharged from any other proceedings in this action and from any and all liability
 18 arising out of any claim to the Policy Benefit.” (Doc. 26). The Order further states
 19 “Defendants are permanently enjoined from commencing or prosecuting any other suit or
 20 action against Plaintiff for the collection of the Policy Benefit payable because of the death
 21 of Thomas Retzlaff” (Doc. 26). Defendant Williams failed to assert a claim of interest
 22 in her response to Plaintiff’s motion for interpleader deposit² (Doc. 21), or in her initial
 23 answer. (Doc. 16). Further, Defendant Williams filed her motion for summary judgment
 24 almost three months after the Court’s order became effective.

25 “‘If an interpleading plaintiff has no interest in the stake [it] should be dismissed.’”

26
 27 receive 100% of the death benefit. (Compl. at ¶ 14). Transamerica was unable to verify
 the authenticity of Decedent’s signature and thus did not execute this change. (Compl. at
 ¶ 14).

28 ² Her response to Plaintiff’s motion for interpleader deposit only opposed Plaintiff’s
 request for attorneys’ fees and did not raise a claim for interest on the Policy Benefit.

1 *Sun Life Assur. Co. of Can. v. Estate of Chan*, No. C-03-2205 SC, 2003 WL 22227881, at
 2 *2 (N.D. Cal. Sept. 22, 2003) (quoting *Metro. Life Ins. Co. v. Foley*, No. CIV.A. 02-1479,
 3 2002 WL 31399787, at *4 (E.D. La. Oct. 23, 2002)). Plaintiff is a disinterested stakeholder
 4 and no longer retains possession of the Policy Benefit. Thus, consistent with the Court's
 5 April 24, 2024 Order, the Court will grant Plaintiff's motion for dismissal, deny Defendant
 6 Williams' motion for summary judgment, and deny Defendant Williams' motion for leave
 7 to file a sur-reply.³

8 **II. The Court's Jurisdiction**

9 On August 6, 2024, a status conference was held to discuss, among other things,
 10 jurisdiction over the second stage of this interpleader case upon Plaintiff's dismissal.
 11 Pursuant to Court order, Plaintiff filed a thorough and persuasive supplemental brief
 12 addressing whether the Court has jurisdiction to resolve the competing claims of the

13 ³ Defendant Williams filed a motion for leave to file sur-reply on August 26, 2024.
 14 (Doc. 60). "[S]ur-replies are highly disfavored and permitted only in extraordinary
 15 circumstances." *Finley v. Maricopa Cnty. Sheriff's Office*, CV-14-02609-PHX-DLR, 2016
 16 WL 777700, at *1, n.1 (D. Ariz. Feb. 29, 2016), *aff'd sub nom. Finley v. Fax*, 683 Fed.
 17 Appx. 630 (9th Cir. 2017). There are no extraordinary circumstances. Instead, Defendant
 18 Williams' motion for a sur-reply "raises no new arguments beyond those presented" in her
 19 response to Plaintiff's motion for dismissal. *Id.* It "merely reiterates arguments made in
 20 her response brief ... [and] is neither appropriate nor helpful." *Id.* Even if Defendant
 21 Williams asserted new arguments in her sur-reply, they would be barred by the Court's
 22 April 24, 2024 Order. Furthermore, Defendant Williams' filings are replete with citations
 23 to nonexistent caselaw and legal authorities that do not correspond to her claims,
 24 suggesting that Defendant Williams may be using AI, such as ChatGPT, to draft her briefs,
 25 which is impermissible when fictitious legal authorities are cited. Throughout her motion
 26 for summary judgment, her response to Plaintiff's motion for dismissal, and her sur-reply,
 27 Defendant Williams cites to several nonexistent cases including "*Ransom v. Penn Mut. Life*
 28 *Ins. Co.*, 43 F. Supp. 95, 97 (D. Ariz. 1942)" (Doc. 54 at 2; Doc. 60 at 4); "*Sun Life*
Assurance Co. of Canada v. Wood, F.2d 49, 53 (10th Cir. 1976)" (Doc. 60 at 4); "*MetLife*
Ins. Co. v. Jackson, 896 F.2d 1368 (4th Cir. 1990)" (Doc. 36 at 8); and "*Smith v. Doe*, 123
 F.3d 456, 460 (9th Cir. 1997)" (Doc. 36 at 13). Additionally, Defendant Williams
 repeatedly cites to Ariz. Rev. Stat. Ann. §§ 20-464, 1210 to support her claim for interest,
 but those subsections deal with assignment of payment for services and nonforfeiture
 options in insurance policies, respectively, and have nothing to do with an insurer's
 obligation to pay interest. "Although courts 'make some allowances for the *pro se*
 Plaintiff's failure to cite to proper legal authority,' courts do not make allowances for a
 [party] who cites to fake, nonexistent, misleading authorities." *Morgan v. Cmty. Against*
Violence, No. 23-CV-353-WPJ/JMR, 2023 WL 6976510, at *7 (D.N.M. Oct. 23, 2023)
 (quoting *James v. Wadas*, 724 F.3d 1312, 1315 (10th Cir. 2013)). Thus, Defendant
 Williams is advised she must comply with this Court's local rules, the Court's Handbook
 for Self-Represented Litigants, and the Federal Rules of Civil Procedure. Any future
 filings with citations to nonexistent cases may result in sanctions such as dismissal of her
 claim.

1 claimants as to the deposited funds. (Doc. 51).

2 Interpleader actions proceed in two distinct stages. *First Interstate Bank of Or.,*
 3 *N.A. v. U.S. By and Through I.R.S.*, 891 F. Supp. 543, 546 (D. Or. 1995). “First, the court
 4 determines the propriety of interpleading the adverse claimants and relieving the
 5 stakeholder from liability. The second stage involves an adjudication of the adverse claims
 6 of the defendant claimants.” *Id.* Having relieved Plaintiff of liability, this case now turns
 7 on the adjudication of the adverse claims made by Defendants.

8 To promote expeditious resolution of the matter, federal courts routinely maintain
 9 jurisdiction over the second stage of an interpleader case based on diversity jurisdiction
 10 after a stakeholder’s dismissal renders the remaining parties non-diverse from each other.
 11 *See* 7 Fed. Prac. & Proc. Civ. § 1710 (Wright & Miller 3d ed. Jun. 2024 Update). Courts
 12 typically rely on at least one of two bases to support maintaining jurisdiction: first, “the
 13 notion that once diversity jurisdiction exists in a rule-interpleader case it is not lost when
 14 the stakeholder is discharged,” and second, “by invoking the theory that there is ancillary
 15 jurisdiction over the second stage of the interpleader.” *Id.*

16 “Diversity jurisdiction is based on the status of the parties at the outset of the case[.]”
 17 *See Harris v. Bankers Life & Cas. Co.*, 425 F.3d 689, 695 (9th Cir. 2005). Jurisdiction
 18 over this action pursuant to 28 U.S.C. § 1332 was established at the outset. Transamerica
 19 is a citizen of Iowa, all Defendants are citizens of Arizona, and the amount in controversy
 20 exceeds \$75,000. Thus, Plaintiff’s dismissal does not strip the Court of its jurisdiction over
 21 the remainder of this case.

22 Plaintiff has offered several persuasive cases. *See, e.g., Prudential Ins. Co. of Am.*
 23 *v. Wells*, No. CV-15-08170-PCT-DGC, 2016 WL 687135, at *3 n. 2 (D. Ariz. Feb. 19,
 24 2016) (finding jurisdiction when Prudential was from New Jersey and claimants were from
 25 Arizona, then, at a subsequent Order entered May 2, 2016, retaining jurisdiction to
 26 adjudicate the claims); *Liberty Life Assur. Co. of Boston v. Ramos*, No. CV-11-156-PHX-
 27 LOA, 2012 WL 10184 (D. Ariz. Jan. 3, 2012) (finding diversity jurisdiction pursuant to 28
 28 U.S.C. § 1332 “even if some claimants are citizens of the same state” because the

1 stakeholder was diverse from all defendants, then retaining jurisdiction to adjudicate the
 2 claims at *K.T. v. Ramos*, No. CV-11-156- PHX-LOA, 2012 WL 443732 (D. Ariz. Feb. 13,
 3 2012)); *Massachusetts Mut. Life Ins. Co. v. Murdoch*, 56 F. Supp. 500, 502 (D. Or. 1944)
 4 (“[T]he preliminary controversy between the plaintiff in interpleader and the defendants is
 5 a real one and [] such an action can be maintained even though both alleged claimants are
 6 citizens of one state which is different from that where plaintiff holds its citizenship.”);
 7 *Aetna Life & Cas. Co. v. Spain*, 556 F.2d 747, 749 (5th Cir. 1977) (“Because diversity
 8 existed between the insurer and both interpleaded defendants, however, the district court
 9 properly retained jurisdiction even after the insurer disclaimed interest in the
 10 controversy.”).

11 *CMFG Life Ins. Co. v. Smith*, No. CV 13-261 ABC (CWX), 2014 WL 12585794
 12 (C.D. Cal. Mar. 3, 2014) is illustrative. As here, the insurance company was diverse from
 13 all interpleader defendants. *See id.* at *1 (citing Fed. R. Civ. P. 22 and 28 U.S.C. § 1332).
 14 As Transamerica was discharged from further proceedings and all liability after depositing
 15 the Policy Benefit, the insurance company was dismissed after depositing the policy
 16 proceeds. *See id.* After the insurance company’s dismissal, the remaining claims were
 17 between two California citizens. *See id.* at *2. The *Smith* court raised the jurisdictional
 18 issue *sua sponte*, determined that it did have jurisdiction, and “[found] it appropriate as a
 19 practical matter to retain jurisdiction over the interpleader action to oversee the eventual
 20 disbursement of the policy funds.” *Id.* In addition to the practical considerations, the Smith
 21 court noted that the time-of-filing rule “supports retaining jurisdiction over the interpleader
 22 action.” *Id.*

23 Accordingly, the Court will retain jurisdiction over Defendants Denise Hollas,
 24 Brittany Retzlaff, Collin Retzlaff, and Tayjalaya Williams and their claims regarding the
 25 Policy Benefit funds deposited with the Clerk and will resolve the competing claims of the
 26 Defendants to the Policy Benefit.

27 **III. Arizona’s Slayer Statute and Defendants’ Current Positions**

28 The federal common law and the laws of every jurisdiction nationwide prohibit a

1 beneficiary who was responsible for the death of an insured from profiting from wrongful
2 conduct. *See e.g., Egelhoff v. Egelhoff*, 532 U.S. 141, 152 (2001) (citing *Riggs v. Palmer*,
3 115 N.Y. 506 (1889)), and noting in dictum that the principles underlying state slayer
4 statutes “are well established in the law and ha[ve] a long historical pedigree”).

5 Arizona’s “slayer statute” is applicable here and provides “[a] person who
6 feloniously and intentionally kills the decedent forfeits all benefits . . . with respect to the
7 decedent’s estate, including an intestate share, an elective share, an omitted spouse’s or
8 child’s share, a homestead allowance, exempt property and a family allowance. If the
9 decedent died intestate, the decedent’s intestate estate passes as if the killer disclaimed that
10 person’s intestate share.” Ariz. Rev. Stat. Ann. § 14-2803(A).

11 The statute further provides that the felonious and intentional killing of the decedent
12 revokes any revocable (a) disposition or appointment of property made by the decedent to
13 the killer in a governing instrument and (b) nomination of the killer in a governing
14 instrument, nominating or appointing the killer to serve in any fiduciary or representative
15 capacity, including a trustee or agent. Ariz. Rev. Stat. Ann. § 14-2803(B). Courts
16 determined the statute applies to life insurance policies, as well. *See, e.g., Protective Life*
17 *Ins. Co. v. Mizioch*, No. CV 10-1728-PHX-JAT, 2011 WL 587963, at *3 (D. Ariz. Feb. 10,
18 2011) (finding Arizona’s slayer statute prohibits one “who feloniously and intentionally
19 kills the decedent” from obtaining any benefits from the decedent’s estate, including any
20 applicable life insurance policies); *Castro v. Ballesteros-Suarez*, 213 P.3d 197, 206-07
21 (Ariz. Ct. App. 2009) (holding that under Arizona’s slayer statute wife responsible for
22 murder of her husband not entitled to any portion of his life insurance proceeds).

23 To render a beneficiary ineligible to collect death benefit proceeds, Arizona’s slayer
24 statute requires an interested person to show either (1) a judgment of conviction or (2) a
25 civil determination by only a preponderance of the evidence that the alleged slayer would
26 be found criminally accountable for the felonious and intentional killing of the decedent.
27 *See* Ariz. Rev. Stat. Ann. § 14-2803(F). Under Ariz. Rev. Stat. Ann. § 14-2803(L)(2), the
28 criminal act of “felonious and intentional” is defined as “a conviction or a finding of guilt

1 except insane for a homicide pursuant to section 13-1103, 13-1104, or 13-1105.” The
 2 sections which follow address manslaughter, second-degree murder, and first-degree
 3 murder, respectively.⁴

4 Per Ariz. Rev. Stat. Ann. § 13-1103(A), a person commits manslaughter by doing
 5 any of the following:

- 6 (1) Recklessly causing the death of another person;
- 7 (2) Committing second degree murder . . . on a sudden quarrel or heat of passion
 8 resulting from adequate provocation by the victim;
- 9 (3) Intentionally providing the physical means that another person uses to die by
 10 suicide, with the knowledge that the person intends to die by suicide; or
- 11 (4) Committing second degree murder . . . while being coerced to do so by the
 12 use or threatened immediate use of unlawful deadly physical force on the
 13 person or a third person that a reasonable person in his situation would have
 14 been unable to resist

15 Per Ariz. Rev. Stat. Ann. § 13-1104(A), a person commits second degree murder, if
 16 without premeditation:

- 17 (1) The person intentionally causes the death of another person . . . ;
- 18 (2) Knowing that the person's conduct will cause death or serious physical injury,
 19 the person causes the death of another person . . . ; or
- 20 (3) Under circumstances manifesting extreme indifference to human life, the
 21 person recklessly engages in conduct that creates a grave risk of death and
 22 thereby causes the death of another person

23 Per Ariz. Rev. Stat. Ann. § 13-1105(A), a person commits first degree murder if:

- 24 (1) Intending or knowing that the person's conduct will cause death, the person
 25 causes the death of another person . . . or
- 26 (2) Acting either alone or with or more person the person commits or attempts to

27 ⁴ Although the Arizona Court of Appeals previously held that a conviction for
 28 manslaughter committed by recklessly causing the death of another person did not
 conclusively establish that the convicted person “feloniously and intentionally” killed
 another for purposes of the slayer statute, *Matter of Est. of Hoover*, 682 P.2d 469, 469
 (Ariz. Ct. App. 1984), the Arizona legislature amended Ariz. Rev. Stat. Ann. § 14-2803 in
 2012 by defining “felonious and intentional” to include “a conviction or a finding of guilty”
 “pursuant to section 13-1103 [manslaughter].” See 2012 Ariz. Legis. Serv. Ch. 277 (H.B.
 2742).

1 commit an enumerated felony

2
3 But a criminal conviction is not required to establish ineligibility to the Policy
4 Benefit pursuant to the slayer statute. Rather, this finding can be established in a civil
5 action. Here, the Defendants alleging the slayer statute precludes a claimant from receiving
6 the Policy Benefit are only required to prove more probably than not the claimant murdered
7 Decedent or committed manslaughter with respect to Decedent.

8 The Complaint asserts “on February 1, 2022, Transamerica spoke with the El
9 Mirage police department, who stated that Collin Retzlaff was not cleared of involvement,
10 and that Tayjalaya S. Williams was the prime suspect [in Decedent’s murder].”
11 (Compl. at ¶ 15). And that Arizona’s slayer statute is invoked. (Compl. at ¶ 18-19).

12 Defendants Brittany Retzlaff and Denise Hollas in their answer did not take a
13 position as to Collin Retzlaff’s and Tayjalaya Williams’ involvement in the murder
14 investigation (Doc. 13 at ¶¶ 15-16), however, they agree the slayer statute may be
15 applicable. (Doc. 13 at ¶¶ 18-19). Defendant Collin Retzlaff in his answer identifies
16 Defendant Williams as “the prime suspect” and maintains his innocence (Doc. 14 at ¶ 15),⁵
17 and agrees the slayer statute may be applicable. (Doc. 14 at ¶¶ 18-19). Defendant Williams
18 in her answer denies being a prime suspect in Decedent’s murder and purports to attribute
19 the murder to Defendant Collin Retzlaff. (Doc. 16 at ¶ III.F and G).⁶ Although all
20 Defendants’ assertions are far from clear or factually developed and do not expressly
21 invoke the slayer statute, the Court finds they sufficiently raise a controversy as to the
22 murder or manslaughter of Decedent and to separate entitlement to the Policy Benefit.

23 ...

24 ⁵ Defendant Colin Retzlaff alleges, “[o]nly a few weeks after the murder, Tay Williams
25 cleaned the property with her family and moved back in believing [Decedent] had a
26 ‘limitless’ credit card that would pay the rent on time every month. Tay Williams believed
27 [Decedent] was retired and extremely wealthy and made claims [Decedent’s family] only
wanted him for his ‘money’ causing undue stress It is also believed Tay Williams was
committing fraud using debit cards in other peoples [sic] names and potentially receiving
illegal funds through illicit means [sic].”

28 ⁶ Defendant Williams alleges, “Thomas described Colin Retzlaff as ‘NUTS’ and
acknowledged ongoing harassment issues caused by Colin and his associates.” (Doc. 16
at ¶ III.F).

1 **IV. Next Steps**

2 The Court will set a status conference to establish the course of action for resolution
3 of entitlement to the Policy Benefit. At least one week before the status conference, the
4 Defendants—Collin Retzlaff, Brittany Retzlaff, Denise Hollas, and Tayjalaya Williams—
5 shall meet and confer and prepare a Joint Plan to proceed further regarding discovery,
6 motions, and trial.⁷ Following the filing of the Joint Plan and the representations made by
7 the parties at the status conference, the Court will issue a scheduling order regarding
8 proceeding forward.

9 Accordingly,

10 **IT IS ORDERED** Plaintiff's motion for dismissal (Doc. 52) is **GRANTED**.
11 Transamerica Life Insurance Company is dismissed for any further proceedings in the
12 matter.

13 **IT IS FURTHER ORDERED** Defendant Williams' motion for summary
14 judgment (Doc. 36) is **DENIED WITHOUT PREJUDICE**.

15 **IT IS FURTHER ORDERED** Defendant Williams' motion for leave to file sur-
16 reply (Doc. 60) is **DENIED**.

17 ...

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26 _____
27 ⁷ Unrepresented Defendants are strongly encouraged to obtain counsel. Otherwise, they
28 are strongly encouraged to review the handbook entitled "Representing Yourself in Federal
Court in the District of Arizona: A Handbook for Self-Represented Litigants" for more
detailed information regarding court procedures and representing oneself. See
<https://publicapps.azd.uscourts.gov/prose-survey/>.

1 **IT IS FURTHER ORDERED** Defendants Collin Retzlaff, Brittany Retzlaff,
2 Denise Hollas, and Tayjalaya Williams shall meet and confer and prepare a Joint Plan to
3 be filed no later than **September 27, 2024**. A Status Conference is set for **October 4, 2024**,
4 **at 10:00 a.m.** in Courtroom 604, Sandra Day O'Connor U.S. Federal Courthouse, 401 W.
5 Washington St., Phoenix, Arizona 85003-2151. All Defendants must appear in-person
6 unless written permission from the Court is obtained at least five days prior to the hearing.

7 Dated this 6th day of September, 2024.

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Honorable Roslyn O. Silver
Senior United States District Judge